LANDOWNER'S PROPERTY IN SUBTERRANEAN OILS AND GAS—OHIO OIL CO. v. STATE OF INDIANA, 20 Sup. Ct. Rep. 576.—A statute was passed by the Legislature of Indiana restricting the waste of oil and gas by the owner of the soil. *Held*, constitutional and not an interference with the rights of private property.

In the present case subterranean streams are held to be of the nature of things ferae naturae, and that property therein is not obtained until a reduction to possession takes place by a confining in vaults, vats or other appropriate receptacle. See Comment.

LANDLORD AND TENANT—ABANDONMENT OF PREMISES—RELETTING—GRAY v. KAUFMAN DAIRY AND ICE CREAM CO., 56 N. E. 903 (N. Y.).—Action to recover two months' rent of plaintiff's premises. Defendant abandoned leased premises of plaintiff, who then wrote to the defendant, refusing to accept his offer to surrender, stating that he would relet premises on his account and hold him responsible for any loss. Defendant did not reply, and an interview was held, and an offer of compromise was made. Said plaintiff wrote defendant that he had an offer for premises at a lower rental, and asked him if he would make good the difference. Not receiving a reply he relet, in his own name, to new tenant. *Held*, that the acts of the plaintiff operated as an acceptance of defendant's offer to surrender, as defendant's failure to reply did not create a presumption that he had agreed to the releting. Landon, J., dissenting.

Where a tenant abandons premises during his term, without fault on the part of the landlord, the tenant is liable for the rent, but the landlord must relet the premises if possible (12 *Am. & Eng. Enc.* 751). It is hard to see, therefore, why the landlord's releting of the premises in his own name discharged the defendant (*Locknow* v. *Hargan*, 58 N. Y. 635).

LIBEL AND SLANDER—SUBSEQUENT CONDUCT—ADMISSION OF EVIDENCE—MATHEWS v. DETROIT JOURNAL CO., 82 N. W. 243 (Mich.).—In an action, in charging that plaintiff and another were found together in a compromising position, where the evidence showed this, and earlier acts of intimacy. *Held*, that evidence of subsequent improper actions of the two together was admissible.

The general rule against the admission of proof of subsequent similar acts to prove commission of an act by defendant in criminal cases, is, it is said, somewhat relaxed where the offense consists of illicit intercourse between the sexes. *Am. & Eng. Ency. of Law* (2d ed.) 1–753 and 4. Evidence of subsequent improper familiarity is held admissible. *Thayer* v. *Thayer*, 101 Mass. 111; *Crane* v. *People*, 48 N. E. 54, 169, Ill. 395; *State* v. *Bridgeman*, 49 Vt. 202, 24 Am. Rep. 124; Contra, *State* v. *Donovan*, 61 Iowa 278; *People* v. *Fowler*, 62 N. W. 572, 104 Mich. 449; *Com.* v. *Pierce*, 11 Grey. 447.

LIFE INSURANCE—APPLICATION—FALSE STATEMENTS—POLICY—VALIDITY—STERNAMAN v. METROPOLITAN LIEE INS. CO., 63 N. Y. Supp. 674.—This was an action to recover the amount due on a policy issued in reliance on a statement contained in the application, and warranted true, which was in fact false, and which was written therein, by the medical examiner of the company, who knew of its falsity and who by the terms of the application was made the agent of the insured party. *Held*, the policy was void. Spring, J., dissenting.

That knowledge by the insured that his statements were false renders the policy void, is undisputed. *Clements* v. *Indemnity Co.*, 51 N. Y. Supp. 442; also, that an insurance company may require that the person conducting the examination be considered as the agent of the insured and not of the insurer, is well sustained by authority. *Bernard* v. *Association*, 43 N. Y. Supp. 527. But it has also been held that such stipulations cannot change the facts, and